IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

SUIT NO. 4534 OF 1995

Central Bank of India
(Mankhurd Branch) ... Plaintiffs

Vs.

Kalikup Engineering Co. & Anr. Defendants

Mr. G. Hariharan i/b. Amin & Hariharan for Plaintiffs.

CORAM: S.K.SHAH,J.

DATE : 4th August,2005.

P.C.

1. This is an undefended suit as against all the defendants.

2. The Plaintiffs have filed the suit for recovery of Rs.76,882.24 along with future interest thereon. The Defendant No.1 is a firm carrying on business as Engineers and the Defendant No.2 is the sole proprietor of Defendant No.1. The Defendants had taken loan of Rs.25,000/- and executed promissory note for that amount on 23.5.1990. The Defendants had executed promissory note and term loan agreement on 17th January, 1995. The Defendants had utilised the

facility and withdrawn the amounts from time to time. They have failed to pay the amount. The suit was filed for recovery of the amount outstanding from the defendants.

3. The learned Counsel for the Plaintiffs states that the original documents are missing and therefore they have filed a certified extract of the account of the Defendant no.1 firm to establish the claim against the Defendant No.1 firm. The extract of account of Defendant No.1 firm shows that as on 21.11.1995 the outstanding dues from the Defendants is Rs.76,682.24 ps. The statement of account shows that last time the defendants had made payment towards the amount of loan due to them was 10.2.1993 and therefore the suit is filed in 1995 within limitation.

4. The Suit is, therefore, decreed. The Defendants Nos. 1 and 2 shall pay to the Plaintiffs Rs.76,682.24 ps. with interest thereon at the rate of 14% per annum from the date of the suit till the recovery of the full amount with costs.

Decree be drawn accordingly.

(S.K.SHAH,J.)